

AMEND BOARD REPORT 02-0424-PR15

APPROVE ENTERING INTO AN AGREEMENT WITH FORTTEL, INC. FOR SOFTWARE LICENSE MAINTENANCE SERVICES AND CAPACITY MANAGEMENT ANALYSIS SERVICES

THE CHIEF EXECUTIVE OFFICER REQUESTS THE BOARD TO APPROVE

Approve entering into an agreement with Forttel, Inc. for Forttel ForSight and SightLine software required for the Unisys Mainframe maintenance services and capacity management analysis services to be used by the Office of Technology Services at a cost not to exceed \$89,392.64 (\$99,359.65). Software licensor was selected on a non-competitive basis because the Torch, ForSight and SightLine software are currently being used by the University of Illinois. A written agreement for such software license and services is regulated by the University of Illinois. Software licensor and firm will be held liable for any maintenance for agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the dollar amount of the contract by \$10,967.00 for additional software required to upgrade the Unisys Student Information Center database and Unisys Student Information Center database capacity. A written amendment to the existing agreement is in draft and will be made to Forttel for this additional software prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this amendment is stated below.

SPECIFICATION NO.: 02-250059

SOFTWARE LICENSOR: Forttel, Inc.
46832 Lakeview Blvd.
Fremont, CA 94538

Contact: Mark Ruckstuhl
Telephone No. (703) 385-7700
Vendor No. 43726

USER: Office of Technology Services
125 South Clark
Chicago, Illinois 60603
Elaine L. Williams, Chief Technology Officer
Arlene Love, Deputy Chief Technology Officer -- Operations
Telephone: (773) 557-4370

Term of this agreement for the capacity management analysis services and maintenance services shall commence on May 1, 2003, and shall be renewed for continuous periods of twelve (12) months each with Board approval. The yearly renewal maintenance fee will be set at a cost which equals the current cost of the software license and maintenance services.

Forttel shall provide a written agreement to the Board to use the Torch, ForSight and SightLine software products for the Unisys mainframe computer. Forttel will also provide maintenance services for the Unisys mainframe computer. The authority granted herein shall automatically rescind in the event a written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

USE OF SOFTWARE AND MAINTENANCE SERVICES. Forttel will provide a license in the Board to use the Torch, ForSight and SightLine software products for the Unisys mainframe computer. Forttel will also provide maintenance services for the Unisys mainframe computer. The authority granted herein shall automatically rescind in the event a written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

Fortel will perform a capacity planning study of the near term growth on the Unisys TX4300 mainframe system. Fortel will perform a size analysis of the resource requirements of the system. Fortel will perform a size analysis of the resource requirements of the system. Fortel will perform a size analysis of the resource requirements of the system.

er the software, program corrections and enhancements that Fortel may develop during the term of the agreement, on magnetic tape, CD, email attachment or via any other means. Fortel will perform the following services for the capacity planning study:

DELIVERABLES: Fortel will deliver the following deliverables to the client:

ent the current environment and define goals for analysis.

• Document

- Identify and gather relevant performance data
- Analyze and interpret the data
- On-site FortSight and Capacity Planning Training
- Presentation of the results in a Final Report

OUTCOMES: The capacity planning study will provide the client with a comprehensive report on the current environment and define goals for analysis.

Board's critical data thru performance analysis and reporting, as well as workload analysis and capacity planning. The capacity planning study will provide the client with a comprehensive report on the current environment and define goals for analysis.

LICENSE FEE: Software Licensor shall be paid, upon invoicing, a lump sum of \$10,000.00 for the FortSight Capacity Planning Software and \$9,400.00 for the Upgrade. No license fee is due for the previously acquired Torch and SightLine products.

MAINTENANCE FEE: The annual maintenance fee for the period of May 1, 2002 through June 30, 2003 is \$40,292.00. The annual maintenance fee for the period of May 1, 2004 through June 30, 2005 is \$40,292.00. The annual maintenance fee for the period of May 1, 2006 through June 30, 2007 is \$40,292.00. The annual maintenance fee for the period of May 1, 2008 through June 30, 2009 is \$40,292.00. The annual maintenance fee for the period of May 1, 2010 through June 30, 2011 is \$40,292.00. Thereafter, the annual maintenance fee will be \$40,292.00.

shall be paid upon invoicing, in one lump sum payment.

SERVICES: Fortel shall be paid a rate of \$1,800.00 per day for services for a period of 30 days. **COMPENSATION FOR SERVICES:**

0960-210-000-1116-5311 \$10,000.00 FY '02

0960-210-000-1116-5470 \$ 5,756.09 FY '02

0960-210-000-1116-5470 \$ 5,756.09 FY '02

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-2d, the Inspector General of the Chicago Board of Education has the authority to conduct investigations and that the Inspector General shall have access to all information and records necessary to conduct those investigations.

Parent's acknowledgment of the provisions of 105 ILCS 5/34-2d.3 which restricts the employment of former